County Contract No. DA Log No. 23CIV000328

INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY for its Department of Community Services

and

CITY OF TAYLORSVILLE

THIS INTERLOCAL COOPERATION AGREEMENT (this "<u>Agreement</u>") is entered into by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("<u>County</u>") and CITY OF TAYLORSVILLE, a municipal corporation of the State of Utah ("<u>City</u>"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

$\underline{\mathbf{R}} \underline{\mathbf{E}} \underline{\mathbf{C}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{A}} \underline{\mathbf{L}} \underline{\mathbf{S}}:$

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds ("<u>TRCC Funds</u>") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "<u>TRCC Act</u>"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. The City has requested TRCC Funds from the County to maintain the form and functionality of the Taylorsville Museum. The project described more specifically in its TRCC Application attached hereto as **EXHIBIT A**. The County Council appropriated TRCC Funds for this purpose in the 2023 Salt Lake County Budget.

E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq*. (the "Interlocal Cooperation Act"), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

$\underline{A} \underline{G} \underline{R} \underline{E} \underline{E} \underline{M} \underline{E} \underline{N} \underline{T}$:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. COUNTY'S CONTRIBUTION.

A. <u>Contribution of TRCC Funds</u>. The County agrees to reimburse up to fifty thousand three hundred and eighty-seven dollars (\$50,387.00) to the City from its 2023 TRCC Funds—all on the terms and subject to the conditions of this Agreement.

2. CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. <u>Acknowledgement</u>. The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. <u>Allowable Uses and Limitation on Use</u>.

(i) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) The City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. <u>Match Requirement</u>. If the City's Application attached hereto as EXHIBIT A and/or budget attached as **EXHIBIT B** indicate that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's Cultural Facilities Support Program Application. If the City fails to make and expend such a matching contribution prior to **December 31, 2023**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. <u>Deadline to Expend TRCC Funds</u>. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31**, **2023**. Additionally, if the City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. <u>Reporting Requirements</u>. The City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <u>https://slco.org/community-</u><u>services/trcc-support-program/</u>, detailing how the TRCC Funds were expended no later than **December 31, 2023**.

F. <u>Request for Reimbursement</u>. City shall furnish to County the TRCC Reimbursement Form, which can be found at <u>https://slco.org/community-services/trcc-support-program/</u>, together with such invoices or other supporting documentation as County may reasonably require.

G. <u>Deadline to Request Reimbursement of TRCC Funds</u>. All requests for reimbursement under this Agreement shall be made on or before **December 31, 2023**.

H. <u>Recordkeeping</u>. The City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

I. <u>Public Funds and Public Monies</u>:

(i) The City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in the City's possession.

(ii) The City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City. (iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

J. <u>Right to Verify and Audit</u>. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. <u>Noncompliance</u>. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

L. <u>Representations</u>.

(i) <u>No Officer or Employee Interest</u>. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) <u>Ethical Standards</u>. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County officer.

3. GENERAL PROVISIONS:

A. <u>Entire Agreement</u>. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. <u>Term of Agreement.</u> This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of

the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon the City's full expenditure of the TRCC Funds received under this Agreement and upon the City's completion of the associated reporting requirements described in Paragraph 2F above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2G, 2H, 2I and 2J above and Paragraph 3E below shall survive the expiration or termination of this Agreement.

C. <u>Interlocal Cooperation Act</u>. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and an officer vested with the executive power from the City are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. <u>No Obligations to Third Parties</u>. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this

Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. <u>Agency</u>. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) <u>Governmental Immunity</u>. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "<u>Immunity Act</u>"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

Liability and Indemnification. The County and the City agree to be liable (ii) for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City's use of the TRCC Funds. The City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. <u>Required Insurance Policies</u>. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. <u>Non-Funding Clause</u>.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to the City under this Agreement.

I. <u>Termination</u>.

(i) <u>Event of Default</u>. The occurrence of any one or more of the following constitutes an "<u>Event of Default</u>" as such term is used herein:

(a) Failure of the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the City of the occurrence thereof.

(b) The City no longer plans to use the TRCC Funds for the purposes and in the manner specified in this Agreement.

(c) The City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(d) The County's determination to contribute TRCC Funds to the City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by the City under this Agreement are untrue.

(ii) <u>County's Remedies in the Event of Default</u>. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being

the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) <u>Termination Prior to Disbursement</u>. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to the City and have been expended by the City for the purposes set forth by this Agreement.

J. <u>Force Majeure</u>. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "<u>Event of Force Majeure</u>" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

K. <u>No Waiver</u>. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. <u>Compliance with Laws</u>. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. <u>Records</u>. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. <u>Assignment and Transfer of Funds</u>. The City shall not assign or transfer its obligations under this Agreement nor its rights to compensation under this Agreement without prior written consent from the County. The City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. <u>Amendments</u>. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. <u>Severability</u>. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. <u>Governing Law and Venue</u>. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. <u>Warrant of Signing Authority</u>. The person or persons signing this Agreement on behalf of the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City based upon a breach of warranty of authority.

S. <u>Counterparts</u>. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[Signature Pages To Follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____ Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By_ Robin Chalhoub Department Director Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

Digitally signed by Craig Craig J. J. Wangsgard _{By} Wangsgard Date: 2023.03.02 14:01:41 -07'00'

Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

CITY OF TAYLORSVILLE

By Pristie S. Queson

Name: Kristie S. OVERSON

Title: Mayor

Dated: March 24, 2023



Attest:

Brooks, City Recorder Jam Date signed: 3-29-23

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By <u>Stephanic Shelman</u> Name: <u>Stephanie Shelman</u>

Dated: March 21, 2023

EXHIBIT A

Program Application



I	Salt Lake County
I	
I	Community Services
	TRCC
	TRCC 2022 Support Program Application (2023 County budget)
	Deadline: 7/6/2022

2600 West Taylorsville Blvd. Taylorsville Museum - CFSP

Jump to: Application Questions Documents

\$ 82,887.00 Requested

Submitted: 7/6/2022 12:10:26 PM (Pacific)

Project Contact Jay Ziolkowski jayz@taylorsvilleut.gov Tel: 801-824-3670

Additional Contacts yadeskiess@outlook.com

Application Questions top

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Select the type of support you are applying for

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- TOUR Tourism Project Support
- PRT Parks, Recreation and Trails Support
- CFSP Cultural Facilities Support
- CON Convention Facilities Support
- Other (Please contact the county if you select this option)

2. Please select the Planning Area of Salt Lake County where the project is located.

Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.

- North Planning Area
- West Planning Area
- East Planning Area
- Southwest Planning Area
- Southeast Planning Area

3. Organization Overview: History, programs & services offered, audiences served.

The mission of the Taylorsville Bennion Heritage Center (TBHC) is to tell the story of the first 100 years of the Taylorsville & Bennion communities (1848 to 1948). The property and exhibits round and throughout the TBHC reflect the cultural, family and agricultural life of our area during that period.

2600 West Taylorsville Blvd.

2600 W Taylorsville Blvd Taylorsville, UT 84129 United States

Mayor Kristie Overson koverson@taylorsvilleut.gov Telephone801-963-5400 Fax Web www.taylorsvilleut.gov The Taylorsville Historic Preservation Committee is made up of several Taylorsville residents who volunteer time to preserve history by collecting local historical information, biographies and artifacts. History is of significant importance to our city, as we claim the proud heritage of the first three families that inhabited the land "Over Jordan" - the Harkers, the Bennions and the Mackays.

TBHC helps the community and residents throughout the west side of the Salt Lake valley keep a sense of identity, an affirmation of individuality, and evidence of continuity. The property is also home to the Taylorsville Community Garden.

This unique local museum is in the former Jones home. Inside are period furnishings typical of the early 19th century, the approximate time the home was built.

Exhibits feature an antique Sonora Victrola, the original claw foot bathtub and pull chain water closet, old coal stove from the "Good Old Days" era, as well as a research room, where individuals may find biographies and pictures about your local ancestors.

4. Project Summary

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished. The primary purposes of our project proposals are to maintain the form and functionality of the Taylorsville Museum facilities - preserving not only the look and historical nature but making it a continued place of learning for school children and community members.

In 2018 the Preservation Committee created a list of restoration priorities for the museum, dairy, and outbuildings that are deteriorating. For the purpose of this grant, there are four specific target areas which will serve as areas of focus (some with multiple subset project work). Respective upgrades and repairs are briefly outlined below. More details will be included within this application.

Primary repairs will be completed by a reputable contractor (current and previous work at Wheeler Farm). Other contractors or companies will be utilitThe project work is anticipated be completed within the coming fiscal year (2022/2023).

1) Historical Home/Museaum:

There are approximately 17 priorities for the house currently. Some of which are being worked on in conjunction with approved City buget. A complete list will be offered in the detailed section as requested later in this document.

Total Cost Estimates: \$35,937

2) Dairy Store:

Repairs and upgrades have been made to the interior of the Dairy Store over the past several years to include the kitchen features at the back of the room, the air conditioning, repairs tile grout, and painting of the floor in the kitchenette area.

The current main needs are the facia and roof. Replacement of the shake shingles to have them all match the front, thus maintaining the historical integrity of the look. The roof of the Dairy Store has many asphalt shingles coming loose and falling off. There is a need to repair or determine if the roof needs to be replaced entirely. There is white vinal placed between the red panels on the front - and should be replaced with wood for an improved look and longer lasting facia. The vinal has turned very yellow and is falling off.

Total Cost Estimates: \$13,105

3) Garage Upgrades

Multiple upgrades are needed for functionality purposes. A complete itemized list of needed repairs and changes will be included in the application.

Total Cost Estimates: \$19,340

4) Site Work and Outbuilding Security

Removal of old masonry wall (non-period). Many of the outbuildings have been broken into and valuable items stollen.

Total Cost Estimates: \$14,505

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Resources Tab above)

The Taylorsville Historical Preservation Committee embraces the vision of the CFSP by providing a location, facilities, and exhibits – dedicated to not only presentation but also further education.

The Taylorsville Museum and Dairy is a gem within the heart of Salt Lake County - and serves to tie early settlers to current

• The support of projects which demonstrate readiness, feasibility, and sustainability - and which address the need to maintain and upgrade existing facilities.

• To support projects which enhance the ability of arts and cultural organizations to improve, expand and/or sustain programming.

• To ensure the vibrancy of arts and culture throughout the County.

• To utilize cultural facilities as a tool for the sustainable cultural and economic development of the County.

To encourage projects that foster collaboration, regional partnerships, and shared funding.

• To foster spaces dedicated to creating and developing new work, such as multi-use rehearsal facilities and maker spaces.

6. Provide evidence of local support and community need justifying the project

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc. The Historical Preservation Committee is in the application process for having the site placed on the National Registry of Historical Buildings. As such, it will continue to be recognized as a future icon for the city, Salt Lake County, Utah, and even on a national level.

The Museum serves as one of only a few tour sites for local schools throughout the west side of the valley. The Dairy is also the weekly meeting site for one of a few remaining Boy Scouts Troops - Troop 117. The site is also home to the Community Garden Center.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The museum, other facilities and grounds serve as a great gathering place - to not only learn of the surrounding history, but also as a place to collect and catalog history. Below are just some of the activities of the past year.

Volunteer hours: 993

School tours: Only two in 2021 because Granite School District shut down all field trips until the very end of the year (about 200 kids), but six in 2022 prior to the end of the school year. Pre-Covid tours were at 10 to 12 and this number or more is anticipated for the 2022/23 school year.

YouTube views: 1044

Boy Scout Troop 117 meets at the museum three Thursdays of the month for a total of four to five hours per month. They also come once a month to do service around the grounds for about two hours. They have helped direct traffic for the last three Saturdays with our annual Santa events.

Approximately twice a summer we have additional youth groups come to provide various service projects. An average of about 20 youth for about two hours.

Committee member volunteer hours:

1) Provided weekly while the museum is open - approximately 43 hours with tours for the public and digitizing (scanning) local Taylorsville history.

2) Basic maintenance projects, such as minor repairs to current facilities, as well has grounds beautification (approximately six hours a week).

3) The committee chair spends approximately 10 hours a week outside of the above mentioned, managing the calendar of volunteers, scheduling special groups to visit or provide service, accept donations, and basic committee budget expenditures. A monthly coordination meeting is planned and held.

4) As previously noted, the committee facilitates working with other city committees to plan and execute an annual activity called Saturday with Santa, which is held at the museum.

8. Detail how the project is integral to your organization's mission.

The quality of life in Taylorsville is high with many cultural and recreational activities available within the city or nearby. The city values its reputation as a well-maintained residential community, business friendly, and recreational opportunities. Taylorsville is proud of the stunning scenic backdrops with a 360-degree panoramic view of the mountains, and the Jordan River with its bike and walking trails and beautiful natural habitat.

Residents of Taylorsville place a high value on the natural element, open spaces and parks that dot the area. A bustling suburb of Utah's Capital, Taylorsville represents a balance of homes, businesses and thriving commercial areas. The motto of the city: Where Community Connects.

With this information serving as a backdrop - the Museum and surrounding grounds enhance all of the above and is a key gathering place for schools and civic groups. It truly serves as a place where community can connect, learn, and work together.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured

project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

The city has a finance department which will work with the Historical Preservation Committee to track project priorities, procurement, allocation of funds, and payments.

The city utilizes Cassel software for the tracking of expenditures (invoicing, etc.). Secured funding has been and will be authorized by the , spanning the two city fiscal years and the grant calendar year (\$30,000 each fiscal) to cover the costs and match the grant award.

10. Document your ability to raise additional project funds.

The Historical Preservation Committee and city administration engages on many levels, looking to apply for various grants - whether public or private.

As a facility owned by the city, the agency is committed to the completion of the noted museum projects. Admittedly, with limited funds, and based on other competing priorities from one fiscal year into another, some of the projects may take longer to complete if the TRCC grant is not awarded at this time.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

If awarded, this grant will enhance our ability to complete the four major projects and the respective subsets, as outlined in this application, in a more timely manner. Many of these noted priorities have been identified for several years, but given other financial needs for both the museum and in other areas within the city, these priorities were pushed back to a later time.

Completing these noted projects within the 2023 calendar year will allow the city and Committee the ability to move forward on other capital and exhibit needs for the museum, surrounding outbuildings and grounds in the following fiscal years - as recommended by the administration and authorized by the City Council.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- Consulting Funding
- Capital Funding
- Tourism Promotion Funding

13. Type of consulting services -answer not presented because of the answer to #12-

14. Goals and objectives of consulting services *-answer not presented because of the answer to #12-*

15. Scope of Work, including expected deliverable and timeline *-answer not presented because of the answer to #12-*

16. Payment schedule for the work and expenses. -answer not presented because of the answer to #12-

17. What is the site location of your project?

Please provide as specific of location details as possible. 1488 West 4800 South, Taylorsville, Utah 84125

18. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

The City of Taylorsville owns the noted properties - the historical home and adjacent (former) Jones Dairy. Both on file with Salt Lake County Records Office. No deeds located on-site at Taylorsville City Hall.

19. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

The scope of work is included as one of the attachments - given the appropriate details provided by one of the Committee members. Note: With the desire to have the site placed on the National Historical Register, all of the work to be completed must be in compliance with such provisions and expectations. A bullet point list is provided in the body below.

While some of the noted work will be completed within the first six months of the city FY 2022/23 (and with recognition the award may not be granted until the first of 2023), most of the work for all four phases will be carried out in the calenda year of 2023 and perhaps into the next city FY 2023/24. Thus, spanning two fiscal years for the city and allowing for completion within the TRCC grant period.

TASK #1 - NORTH CHIMNEY REPAIR TASK #2 - SOUTH CHIMNEY REPAIR TASK #3 - NORTH SIDE BUILDING CORNICE TASK #4 - WEST SIDE BUILDING CORNICE TASK #5 - SOUTH SIDE BUILDING CORNICE TASK #6 - EAST SIDE BUILDING CORNICE TASK #7 - BRACKETS, EAST AND WEST SIDE BUILDING CORNICE TASK #8 - NORTH GABLE END ATTIC VENT TASK #9 - NORTH GABLE END WINDOW TASK #10 - NORTH GABLE END DOOR AND SCREEN DOOR TO DECK TASK #11 - SPRING PORCH, EXTERIOR SIDING (THREE SIDES) TASK #12 - SPRING PORCH WINDOWS (THREE SIDES) TASK #13 - WEST SIDE BOW WINDOW TASK #14 - MAIN FLOOR LEVEL, APPROXIMATELY 14 WINDOWS TASK #15 - BASEMENT FLOOR LEVEL, APPROXIMATELY 2 WINDOWS TASK #16 - UPPER FLOOR LEVEL, APPROXIMATELY 4 WINDOWS TASK #17 - DECK/PORT CORCHE BETWEEN HOUSE AND GARAGE TASK #18 - GARAGE - REMOVE OVERHEAD DOORS TASK #19 - GARAGE - REPLACE PEDESTRIAN DOOR TASK #20 - GARAGE - STOVE PIPE FLASHING TASK #21 - GARAGE - ELECTRICAL TASK #22 - GARAGE - HVAC SYSTEM TASK #23 -- SCHOOL HOUSE - PROVIDE AND INSTALL NEW LOCKSET TASK #24 -- BLACKSMITH SHOP - PROVIDE AND INSTALL NEWLOCKSET TASK #25 - BARN/STORE - COOLER REMOVAL TASK #26 - BARN/STORE - HVAC SYSTEM TASK #27 - SITE WORK - MASONRY WALL REMOVAL

20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

In conjunction with the Historical Preservation Committee's recommendations, city administration formulates the annual/fiscal budget with approval of the Council.

Funding for capital maintenance is based upon priority needs for all city facilities each fiscal year. The city has a longstanding history of ensuring all buildings and grounds receive an adequate amount of revenue in order to maintain operability.

Pressing issues/needs are addressed first within each fiscal year, but detailed planning also includes forecasting future expenses for facility maintenance and capital replacements (e.g. roof replacements) - based on strategic planning.

Regular, general maintenance is conducted by the facilities manager and crews, or via private sector contracts, executed by administration and the facilities manager.

21. Provide project management information including key personnel and their experience.

Management will be provided by city CFO for budget purposes, Community Outreach Coordinator for interface, the facilities manager and crew for on-site coordination with construction crew(s) if/when needed as well as continued upkeep and maintenance on the buildings and grounds.

City personnel: Scott Herrington, CFO Jay Ziolkowski, Community Outreach Joey Bona, Facilities Manager

Additional oversight is governed by the Historical Preservation Committee members themselves. Each member has a depth and breadth of experiences related not only the Taylorsville History but is also personally vested in preserving and perpetuating the history for others to enjoy for decades to come. Many of the members have served for years and have great reputations in their respective fields of architecture, construction, procurement, etc.

Susan Yadeskie, Chair Margaret Player **Connie Taney** Joan White Mike Spencer Kent Tanner Jolene Tanner Shirley Jensen Wendy Cochran Meredith Harker, City Council Advisor Keith Sorensen, Architect Rene Sorensen Bruce Wasden Joan Wasden Tracy Jones Toni Lenning

22. OPTIONAL: Architectural information including site plan, space program, and schematic design. *Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.* File uploaded.

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns. *Please also upload above mentioned construction information documents to the Documents tab.* Two files uploaded. The first covers current estimated costs for each priority, and the second with original estimations but includes photos.

The city is prepared to continue moving forward with renovations, but the understanding that once some project work begins, additional needs/repairs may be discovered. This may mean mid-year budget adjustments or holding off on some work until the next fiscal year. If granted the full amount (\$40k), the current funds allocated will also help off-set unexpected repairs.

24. Type of tourism promotion services -answer not presented because of the answer to #12-

25. Goals and objectives of tourism promotion services *-answer not presented because of the answer to #12-*

26. Scope of Work, including expected deliverable and timeline *-answer not presented because of the answer to #12-*

27. Payment schedule for the promotional work and expenses -answer not presented because of the answer to #12-

Documents top

Documents Requested * REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above) <u>download template</u>	Required? ✓	Attached Documents * Worksheet
REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget		Historical Preservation Budgets
REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)	✓	South Valley Flyer
OPTIONAL: Attendance data and evidence of		

appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

TOURISM PROMOTION (REQUIRED): Detailed project budget

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 408705

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Site Overview Scope of Work Details

Original Estimates with Pictures Construction List Itemized

EXHIBIT B Program Budget



TRCC Project Budget Worksheet

Project Summary:		Date:	warc
roject Summary.		Project Name:	Tayl
Total Project Budget	\$ 84,387.00		
Total Funding Sources	\$ 34,000.00	Applicant Name:	City
County Funding Requested	 in the second		
		Contact Name:	Jay
Projected Surplus/(Deficit)	\$ (50,387.00)		
		Contact Email:	iavz

Date:	March 2, 2023
Project Name:	Taylorsville Museum - CFSP
pplicant Name:	City of Taylorsville - Historical Preservation Committee
Contact Name:	Jay Ziolkowski
Contact Email:	jayz@taylorsvilleut.gov

Project Budget:

,	Pro	jected Cost	Detail				
Construction/Contractor Consultants/Professional Services Permits/Fees	\$	82,887.00 - -	Museum, dairy, outbuildlings and grounds - restoration and repairs				
Equipment > \$5,000	\$						
Administrative Overhead	\$	1,500.00	City administration for billing and coordination oversight.				
Contingency	\$	-					
Other	\$	-					
Total Project Budget	\$	84.387.00					

Funding Sources:						
		Secured	Unsecured	Total	Detail	
Cash-on-Hand	\$	30,000.00		\$ 30,000.00	Current city budget allocation	
Pledges	\$	-		\$ -		
Grants	\$	-		\$ -		
In-Kind Donation	\$	-	\$ 4,000.00	\$ 4,000.00	Volunteer committee member(s) hours for oversight during construction	
Capital Reserve	\$		 	\$ -		
Debt Issuance	\$	-		\$ -		
Other				\$ -		
Total Funding Sources	\$	30,000.00	\$ 4,000.00	\$ 34,000.00		